



COPY OF DEED OF TRUST.

THE CHICAGO, DETROIT,

AND

Canada Grand Trunk Junction

RAILROAD COMPANY,

TO

C. S. GZOWSKI AND THOMAS GALT.

TORONTO:

PRINTED AT THE "LEADER" & "PATRIOT" STEAM-PRESS, KING STREET.

1859.

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C. S. EXOMSKI AND THOMAS GILL

TORONTO

PRINTED AT THE PRESS OF THE CHICAGO & DETROIT RAILROAD COMPANY

1872

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COPY OF DEED OF TRUST.

*The Chicago, Detroit and Canada Grand Trunk Junction
Railroad Company to C. S. Gzowski and Thomas
Galt.*

THIS INDENTURE, made the twenty-ninth day of September, in the year of our Lord one thousand eight hundred and fifty-nine, between The Chicago, Detroit and Canada Grand Trunk Junction Railroad Company of the first part, and Casimir Stanislaus Gzowski and Thomas Galt, Trustees herinafter named, of the second part.

Whereas, the said The Chicago, Detroit and Canada Grand Trunk Junction Railroad Company has been organized and incorporated under the provisions of an Act of the Legislature of the State of Michigan, intituled "An Act to provide for the Incorporation of Railroad Companies." And whereas, by the twenty-seventh section of the said Act, it is enacted that "All Companies organized under the said Act
" shall have power from time to time to borrow such sums of
" money as they may deem necessary for completing and
" finishing or operating their Railroad, and to issue and dis-
" pose of their bonds for any amount so borrowed, for such
" sums and at such rate of interest as they may deem ad-
" visable, and to mortgage their corporate property and
" franchises to secure the payment of any debt contracted
" by the Company for the purposes aforesaid, and the

" Directors of the Company may confer on any holder of
 " of any bond issued for money borrowed as aforesaid, the
 " right to convert the principal due or owing thereon into
 " stock of said Company, at any time not exceeding twenty
 " years from the date of said bond, under such regulations
 " as the Company may see fit to adopt; and such Company
 " may sell their bonds, either within or without this State,
 " at such rates and prices as they may deem proper." And
 whereas, at a special meeting of the Shareholders of the said
 Company, held at the City of Detroit, on this twenty-ninth
 day of September, called for the purpose of considering
 the propriety of borrowing such sum of money as might be
 deemed necessary for completing, finishing and operating
 their Railroad, it was resolved to borrow the sum of one
 million and eighty-nine thousand dollars—equal to the sum
 of two hundred and twenty-five thousand pounds of sterling
 money of Great Britain—to be re-paid on the first day of
 July, 1864, with interest on the same, payable meanwhile
 at the rate of eight per cent. per annum, the said interest to
 be paid half-yearly; the said principal and interest to be
 secured by the bonds of the Company, to be payable in
 London, England, and Thomas E. Blackwell, President of
 the said Company, was authorized to execute a mortgage
 of the property and franchises of the Company for securing
 payment to the holders thereof of all bonds and debentures
 issued under said resolution, together with interest thereon.
 Now, therefore, this Indenture witnesseth that the said
 parties of the first part, in order to secure the payment of
 the debentures and interest issued under said resolution,
 which said debentures bear even date herewith, and are
 countersigned by Thomas Galt, one of the parties of the
 second part, and in consideration of the sum of five shillings
 to them at the sealing and delivery hereof, in hand paid by
 the said parties of the second part, the receipt whereof is here-

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by acknowledged, have granted, bargained, sold, assigned, transferred and conveyed, and by these presents do grant, bargain, sell, assign, transfer and convey to the said parties of the second part, and their heirs and assigns and successors, in the trust hereby created, all the following property of the said parties of the first part, that is to say, the Line of Railway and all the Lands of the Company lying within Wayne, Macomb and Saint Clair Counties, and in the City of Detroit, together with all the branches or sidings of the said Railroad made or to be made within the said Counties, or any of them, or of the City of Detroit, and the line thereof, including the right of way, and the land occupied thereby and laid out and set apart therefor, together with the superstructure and tracks thereon, and all bridges, viaducts, culverts, structures, fences, depot and station grounds, and buildings and erections thereon, and all other appurtenances belonging to or to belong to the said Railroad, or used or to be used therewith, and all franchises, rights and privileges of the said parties of the first part in and to the same, and all income derivable or to be derived therefrom, and all iron rails, chairs and equipments, and all engines, cars, tools, materials, machinery and other personal property and rolling stock of the said parties of the first part, now, or hereafter belonging to them. To have and to hold the said premises and every part thereof with the appurtenances unto the said parties of the second part, their heirs and assigns and successors in the said trusts, upon the following trusts, that is to say:—In case the said parties of the first part shall fail to pay the interest on any of the said debentures, at any time when the same may become due and payable according to the tenor thereof, when demanded, then after sixty days from such default upon the request of the holders of such debentures to an amount in the aggregate of not less than ten thousand

pounds sterling, the said parties of the second part and their successors in the said trust may enter into and take possession of all or any part of the said premises, and as the Attorneys in fact or agents of the said parties of the first part by themselves or their agents or substitutes duly constituted, have, use and employ the same, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such use, repairs, alterations and additions, and of the expenses of working the said Railroad, to apply the balance of the receipts thereof to the payment of the interest on all the debentures secured by this mortgage remaining due and unpaid. Provided always, that if any accident shall happen while the said Railroad or any of the property hereby conveyed is in the occupation of the parties of the second part, either under the foregoing or any subsequent provisions herein contained, whereby the parties of the first part may be rendered liable to any person or persons for damages sustained, the said parties of the second part and their successors in the trust shall not in any way be liable or responsible for the same, but the same shall be paid and borne by the parties of the first part, and in case any of the property hereby conveyed shall from any cause be destroyed or injured while in possession of the parties of the second part, the said parties of the second part shall not in any way be responsible for the same. And the parties of the first part covenant to indemnify and save harmless the parties of the second part and their successors in the trusts hereby created, from all costs, damages and expenses to which they may be liable for or by reason of their taking possession of the said Railroad and of the property hereby conveyed, and working the said Railroad, unless such costs, damages and expenses shall be occasioned by the wilful default of the parties of the second part themselves, and not by any servant, officer or agent

employed by them in the necessary working of the said Railway. And it is hereby agreed, that in the event of the parties of the second part taking possession of the said Railroad and other property hereby conveyed, it shall and may be lawful for them to use the name of the Company in all matters connected with or arising from the working of the said Railroad, and to appoint or remove all servants and officers connected with the working of the said Railroad, and in the place or stead of those removed to appoint others. Provided always, that the power of removal and appointment herein contained shall not extend to the Chief-Engineer, Secretary or Treasurer of the said Company. And it is hereby agreed between the parties to these presents, that in case default shall happen to be made in the payment of the principal money of the [said debentures or of any of them when they shall become due and payable, of which default the production of the debentures or any of them unpaid shall be sufficient evidence, and sixty days shall have elapsed from the time of such default without payment by the Company in the meantime, it shall be lawful for the said parties of the second part and their successors in the said trust, on the written request of the holders of at least one-fourth of the debentures then unpaid, and on being satisfied that payment thereof had been demanded, without any further consent or concurrence of the said Company, when and as they shall think fit peaceably and quietly to enter into and upon, and to take possession of all and every the said premises, and to receive and take the rents, issue and profits thereof; and after such entry to cause the said Lands, Stock, Premises and Franchises, to be sold at Public Auction, in the said City of Detroit, giving at least forty days' notice of the time, place and terms of such sale, by publishing the same in two Newspapers published in the said City of Detroit, and in one Newspaper published in each of said

counties (if any such is published) through which the Line of said Railroad is situate, with liberty, if the said parties or their successors in the Trust shall see fit to buy in the said premises, or any part thereof, at any such auction, without being answerable for any loss or diminution in price by re-sale, in the same manner and with full power and lawful and absolute authority to execute to the purchaser or purchasers thereof a good and sufficient Deed of Conveyance in fee simple for the same, and which shall be a bar against the parties of the first part, their successors and assigns, and all persons claiming under them of all right, interest or claim, in or to said premises, or any part thereof, and the purchaser or purchasers shall not be bound to see to nor be answerable for the application or non-application of the purchase money, or any part thereof, but payment thereof to the Trustees for the time being, or to one of them, shall be a complete discharge; and the said Trustees shall, after deducting from the proceeds of said sale the costs and expenses thereof, and of managing such property, and of such disbursements as they shall properly have made, apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on said Debentures, and shall pay over the residue thereof to the parties of the first part; and the parties of the first part agree that they will, on the application of the Trustees for the time being, make and execute any further or other conveyance of the property so sold to the purchaser or purchasers thereof, but it is expressly declared that the refusal of the parties of the first part to make or execute such further or other conveyance of the said property shall not in any way make void or impair the deed of conveyance hereinbefore mentioned to be executed by the Trustees. And the said parties of the first part hereby covenant to execute and deliver, at the reasonable request

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of the parties of the second part, or their successors in the
 said Trust, any further reasonable or necessary conveyance
 of the premises or property hereby conveyed, or intended
 so to be, or any part thereof, to the said parties of the second
 part, or their successors in the said trust, their heirs and
 assigns for more fully carrying into effect the objects hereof
 particularly for the conveyance of any property, the title
 to which shall subsequently, to the date hereof, be acquired
 by the said parties of the first part and comprehended in
 the description contained in the premises, and for the more
 particularly describing by metes and bounds or otherwise,
 the property intended to be conveyed or conveyed hereby ;
 And it is hereby mutually agreed, and these presents are
 upon this express condition, that on payment of the princi-
 pal and interest of said Debentures the estate hereby
 granted to the said parties of the second part shall be void,
 and the right to the premises hereby conveyed shall revert
 to and revest in the said parties of the first part in law, and
 in fact without any acknowledgment, satisfaction, re-convey-
 ance re-entry or other act. And it is also further mutually
 agreed that the said parties of the second part, and their
 successors in the said Trust and their assigns, shall be
 entitled to receive proper and reasonable compensation for
 every labour or service performed by them in discharge of
 their Trust in case they shall be compelled to take possession
 of said premises, or to manage the same, or to enforce the
 payment of the said Debentures or any of them, and shall
 and may for that purpose appropriate to themselves any
 moneys sufficient therefor which may come into their
 hands. And it is further mutually agreed, that in case of
 the death, incapacity or resignation of either or both of the
 said parties of the second part, all his or their estate, right,
 interest, power and control in the premises, shall be divest-
 ed, cease and determine, and the same shall, from thence-

forth, for the purposes aforesaid, be vested in and all and singular the Trusts and duties herein before enumerated, shall devolve upon such person or persons as the parties of the first part shall, with the assent of a majority in value of the holders of said Debentures, nominate and appoint, provided such assent shall be signified within sixty days after the same shall have been called for by a notice therefor inserted by the said parties of the first part in some Newspaper published in the City of Detroit; And in in default of any application being made by the majority in value of the holders of such Debentures for the appointment of any particular person or persons, the Directors of the said Company shall appoint such person or persons to be the new Trustee or Trustees, as to them may seem expedient, to supply the place of both or either of the said Trustee or Trustees so dying, resigning, or becoming incapacitated as aforesaid, and thereupon such new Trustee or Trustees shall become vested for the purposes aforesaid, with all the rights and interests hereby conveyed to or vested in the said parties of the second part, without any further assurance or conveyance for the same; but if the same shall be necessary, both or either of the parties hereto shall execute any necessary releases or conveyances for that purpose. It is also further agreed that the said parties of the second part, or either of them shall and may be relieved from the Trusts hereby created upon, giving sixty days notice, in writing, of their or his desire to be relieved from the said Trusts, and that from and after the expiration of sixty days from the giving of such notice, the person or persons giving the same shall cease to be a Trustee or Trustees, or to have any estate or interest in the premises, save only for the purpose of executing a conveyance, if necessary, to any new Trustee or Trustees: and the provisions herein contained shall apply and be in force as regards

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any new Trustee or Trustees who may from time to time hereafter be appointed in the place or stead of the parties of the second part, or either of them; And the parties of the first part further covenant with the parties of the second part, and their successors, in the said Trusts, that the said Company shall and will pay, or cause to be paid, to the holder or holders thereof, all and every of the said Debentures, when they shall respectively fall due, and the interest thereon half-yearly, at the place therein mentioned, and in manner and form as therein expressed. And the said parties of the first part further [covenant and agree that the holder or holders of any or either of the said Debentures, may at any time, within the time limited by the said Debentures, upon signifying his intentions to that effect to the said Company, convert the said Debenture or Debentures into so much Capital Stock of the said Company, and that upon cancellation and delivery up of any such Debenture or Debentures to the Company, the said holder or holders thereof shall be entitled to an amount of paid up capital Stock of said Company, equal to the amount of such Debenture or Debentures; and the said Company shall and will deliver, or cause to be delivered, to such holder or holders scrip for the same in full payment or discharge of the Debenture or Debentures so given up; and in the event of any of the said Debentures being so converted into [stock, the said Company shall and will cancel and destroy each and every such Debenture so converted, and shall not and will not re-issue the same to any person [whomsoever. And it is further mutually agreed that each of the said Debentures, after having been signed by the President and Treasurer of the said Company, shall be authenticated by the signature of the said Thomas Galt; and such Debentures signed and authenticated as aforesaid to the amount of two hundred

and twenty-five thousand pounds sterling, and none other shall be deemed to be secured by virtue of these presents ; And the said parties of the first part hereby covenant, promise and agree to and with the said parties of the second part, their successors in the said Trust and Assigns, that they, the said parties of the first part, at the time of the en-sealing and delivery hereof, are, and stand solely, rightfully and lawfully seized of a good and perfect, absolute and in-defeasible estate of inheritance, in fee simple, of and in the lands, tenements and hereditaments hereinbefore described, with their and every of their appurtenances, and of and in every part and parcel thereof, without any or any manner of reservation, limitation, provisoes or condition, or any other matter or thing to alter, charge, change, encumber, or defeat the same ; and also that they, the said parties of the first part, now have in themselves good right, full power and lawful and absolute authority to grant, sell, alien, convey and confirm the said lands, tenements and hereditaments hereby conveyed, or intended so to be, with the appurtenances unto the said parties of the second part, their successors in the said trusts and assigns, in manner and form aforesaid. And the parties of the first part hereby further covenant with the parties of the second part, their successors in the said trust and assigns, that they, the said parties of the first part, will forthwith complete and make perfect (where the same may be now defective,) their title to any and all of the lands and premises by them set apart and taken possession of for the said Railroad of the said Company, and the same reassure to the said Trustees, upon the provisions and upon the said Trusts and purposes as hereinbefore mentioned. And the parties of the second part, each for himself, his heirs, executors and administrators, and not the one for the other, doth hereby covenant

and agree with the parties of the first part, that so long as he shall be and remain a Trustee under this Indenture, he will well and truly observe, perform, fulfil and keep the Trusts hereby created, and on his part to be observed, performed, fulfilled and kept. Lastly, it is hereby declared and agreed between the parties to these presents, that the said parties of the second part their heirs, assigns and successors in the said Trusts, or the survivor of them, and such new Trustee or Trustees as aforesaid, and his heirs, executors and administrators of them and each of them, shall be charged and chargeable respectively only for such moneys as they shall actually receive by virtue of the Trusts hereby in them reposed, notwithstanding his or their giving or signing any receipt for the sake of conformity, and any one or more of them shall not be answerable or accountable for the other or others of them, but each and every of them only for his and their own acts, receipts, neglects and defaults respectively; and that any one or more of them shall not be answerable or accountable for any Banks, Banker, Broker, or other persons with whom or in whose hands any part of the Trust moneys shall or may be deposited or lodged for safe custody, or otherwise in the execution of the Trusts hereinbefore mentioned, and that they or any of them shall not be answerable or accountable for the insufficiency or deficiency of any securities, stocks or funds in or upon which the said Trust Monies or any part thereof shall be placed out or invested, nor for any other loss, misfortune or damage which may happen in the execution of the aforesaid Trusts, or in relation thereto, unless the same shall happen by or through their own wilful defaults respectively.

IN WITNESS WHEREOF the said Company have hereunto set their corporate seal, and the President of the Company has hereunto set his hand, and the said parties of the

second part respectively have hereunto set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered }
in the presence of }

THOMAS E. BLACKWELL,

President. [L. S.]

C. S. GZOWSKI. [L. S.]

THOMAS GALT. [L. S.]

ir hands and

Copy of Acknowledgment Endorsed on Deed.

YELL,

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[L. s.]

[L. s.]

[L. s.]

STATE OF MICHIGAN, }
County of Wayne. } On this twenty-ninth day of
 September, eighteen hundred and fifty-nine, before me, a
 Notary Public in and for said County of Wayne, came the
 within named THOMAS E. BLACKWELL, the President of the
 Chicago, Detroit and Canada Grand Trunk Junction Rail-
 road Company, and acknowledged that he executed the
 foregoing Indenture as the Deed of said Company, for
 the uses and purposes therein mentioned; that the seal
 affixed to the said Indenture is the corporate seal of the said
 Company, and was affixed to said Indenture by order of the
 Shareholders or Stockholders thereof, and that he, by like
 order of said Shareholders or Stockholders, did subscribe
 his name thereto as President of said Company.

And I further certify that I know said THOMAS. E.
 BLACKWELL personally, and as President as aforesaid, and
 that said seal is the seal of said Company.

(Signed.)

ALEX'R. J. FRASER,

Notary Public in and for the said County of Wayne.

